



**UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010**

IN REPLY REFER TO:
5720
LAWQ
DON-USMC-2015-000002
14 Oct 14

McCormack Genevieve Legal Services
Ms. Genevieve S. McCormack
431 Mulberry Lane
Haverford PA 19041

SUBJECT: FOIA DON-USMC-2015-000002

Dear Ms. McCormack:

This responds to your FOIA request dated May 5, 2014, for a copy of contract M67854-07-D-3017/0001.

The requested document(s) is/are enclosed.

Fees associated with processing your request are minimal and waived.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at:

Department of the Navy
Office of the General Counsel
ATTN: FOIA Appeals Office
1000 Navy Pentagon Room 4E635
Washington DC 20350-1000

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie Cave
for LISA L. BAKER
Counsel

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 13	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 14-Dec-2007		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134		CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA NEW YORK 207 NEW YORK AVENUE STATEN ISLAND NY 10305-5013		CODE S3310A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CRYE PRECISION, LLC GREGG THOMPSON 63 FLUSHING AVE UNIT 252 BROOKLYN NY 11205-1005			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-07-D-3017-0001			
			X 10B. DATED (SEE ITEM 13) 28-Sep-2007			
CODE 377Q0		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: francomj08805 The purpose of this modification is to (1) in Section B correct CLIN 0001 FOB from Destination to Origin, correct CLINs 0002 and 0003 to reflect CDRLS, A001, A002 requirements; and add CLINs 0005, 0008, 0009, 0010, 0011; (2) in Section E add the inspections and acceptance requirements for CLINs 0005, 0008, 0009, 0010, 0011; (3) in Section F correct FOB information for MARFORRES and correct delivery information for CLIN 0001 and 0004; (4) in section G correct WAWF instructions; and in Section I correct the FAT Report due date from 60 to 75 days in FAR Clause 52.209-3, Alt I.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 14-Dec-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The vendor signature required not required has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The FOB has changed from Destination to Origin.

CLIN 0002

The CLIN description has changed from First Article Test Plan to First Article Test Plan/Procedures.

CLIN 0003

The CLIN description has changed from First Article Test Procedures to First Article Test Report.

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		NSP
EXERCISED OPTION	Material and Components List FFP CDRL A003 for CLINs 0001, 0004 FOB: Destination PURCHASE REQUEST NUMBER: M6785407RCS9F9-0001				

NET AMT

See Exhibit C

CLIN 0008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		NSP
EXERCISED OPTION	Materiale and Components List Updates FFP CDRL A004 for CLINS 0004 FOB: Destination PURCHASE REQUEST NUMBER: M6785407RCS9F9-0001				

NET AMT

See Exhibit D

CLIN 0009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot		NSP
EXERCISED OPTION	Safety Assessment Report (SAR) FFP CDRL A005 for CLINs 0001, 0004 FOB: Destination PURCHASE REQUEST NUMBER: M6785407RCS9F9-0001				

NET AMT

See Exhibit E

CLIN 0010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		NSP
EXERCISED OPTION	System Safety Hazard Analysis Report FFP CDRL A006 FOB: Destination PURCHASE REQUEST NUMBER: M6785407RCS9F9-0001				

NET AMT

See Exhibit F

CLIN 0011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot		NSP
EXERCISED OPTION	Monthly Performance Report FFP CDRL: A007 FOB: Destination PURCHASE REQUEST NUMBER: M6785407RCS9F9-0001				

NET AMT

See Exhibit G

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0008:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0009:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0010:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0011:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
	100	MARCORSYSCOM IWS MARINE CORPS SYSTEMS COMMAND ATTN: THOMAS.ANABLE.CTR@USMC.MIL 2200 LESTER STREET QUANTICO VA 22134 703-432-3632 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-DEC-2007	100	COMMANDING GENERAL MCSC SUPPLY OFFICE MR. LOUIS S. CURCIO 2201A WILLIS ST. QUANTICO VA 22134-6050 (703) 432-3325 FOB: Origin	M67854

The following Delivery Schedule item for SUBCLIN 000401 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
		MARCORSYSCOM ATTN MS. GLORIA PRYOR 2200 LESTER ST QUANTICO VA 22134 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-JAN-2009		COMMANDING GENERAL MCSC SUPPLY OFFICE MR. LOUIS S. CURCIO 2201A WILLIS ST. QUANTICO VA 22134-6050 (703) 432-3325 FOB: Destination	M67854

The following Delivery Schedule Item has been deleted from SUBCLIN 000402:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0

CESAR GONZALEZ
MARINE CORPS SYSTEMS COMMAND
445 SILVER SHADOW DR.
SAN MARCOS CA 92078
760-644-6188
FOB: Destination

M67854

The following Delivery Schedule item has been added to SUBCLIN 000402:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-JAN-2009		COMMANDING GENERAL MCSC SUPPLY M67854 OFFICE MR. LOUIS S. CURCIO 2201A WILLIS ST. QUANTICO VA 22134-6050 (703) 432-3325 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 000403:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
		MARCORSYSCOM IWS MARINE CORPS SYSTEMS COMMAND ATTN: THOMAS.ANABLE.CTR@USMC.MIL 2200 LESTER STREET QUANTICO VA 22134 703-432-3632 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 000403:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-JAN-2009		COMMANDING GENERAL MCSC SUPPLY M67854 OFFICE MR. LOUIS S. CURCIO 2201A WILLIS ST. QUANTICO VA 22134-6050 (703) 432-3325 FOB: Destination	

The following have been modified:

DELIVERY INFORMATION

Delivery of productions items (CLIN 0004) shall not commence until approval

of First Article Tests (FAT).

FAT approval will be provided in writing by the Contracting Officer.

1. Delivery of Items (FOB Destination):

a. Items shall be delivered in accordance with the table below:

Command / Location	DoDAAC	Delivery Location / Ship To Address	Quantity	Priority	Cummulative Qty
MARCORSYSCOM	M67854	MARCORSYSCOM Attn: Lou Curcio 2201A Willis Street Quantico, VA 22134	99 FAT Sets 1 FAT Set to be retained by contractor	1	100
II MEF	M93135	TMO M/F M93135 STAP 2 ND Supply BN Bldg 1317 Camp Lejeune, MC 28542-5000 POC: Msgt Allagretto	27,500 Sets	2	27,600
I MEF	MMC199	TMO MF TAP 1 ST Supply BN MMC 199 Bldg 2262 MCB Camp Pendleton, CA 92055-5627 POC: Mario Martinez	27,500 Sets	3	55,100
III MEF	MMR690	W62N2A XU Defense Distribution Depot San Joaquin, CCP, Whse 30 25600 S. Chrisman Rd. Tracy, CA 95304-5000 Mark for: Traffic Management Officer MF TAP 3D MRB Bldg 408 Camp Kinser 637 1963 Okinawa, JP 901 2100	4,000 Sets	4	59,100
Hawaii (K-Bay)	MMK107	W62N2A XU Defense Distribution Depot San Joaquin, CCP, Whse 30 25600 S. Chrisman Rd Tracy, CA 95304-5000 Mark for: Supply Officer TRNG ALLOW POOL TEL 808 257 0842 Bldg 270 MCBH Kaneohe Bay, HI 96863- 3032	8,000 Sets	5	67,100
MARFORRES	21571	Supervisor STAP Operations Warehouse 4 A Street NEBO Annex	13,882 Sets	6	80,982

		Marine Corps Logistics Base Barstow, CA 92311			
Afghanistan	M20550	FB4497-TMO 436 APS/TRT 505 Atlantic St. Rm 209 Dover AFB, DE 19902-5505 Mark for: Officer-in-Charge MARCENT Coordination Element Operation Enduring Freedom Bagram AB Afghanistan	300 Sets	7	81,282
MARCENT	M67898	USMC Forces Central Command Attn: Supply Bldg 548 MacDill AFB 7115 South Boundary Boulevard Tampa, FL 33621	350 Sets	8	81,632
HOA	M67896	FB4497-TMO 436 APS/TRT 505 Atlantic St. Rm 209 Dover AFB, DE 19902-5505 Mark for: Traffic Management Center PR 0226 QM CO SUP SVC Operation Enduring Freedom DJ 09251 Camp Lemonier Djibouti	178 Sets	9	81,810
Kuwait	M94507	FB4497-TMO 436 APS/TRT 505 Atlantic St. Rm 209 Dover AFB, DE 19902-5505 Mark for: CO US Army Door to Door MARCENT COOR ELE KU Attn: SUPO CRSP Bldg 6B MF 94507 KU 09855-000 Camp Arifjan Kuwait	160 Sets	10	81,970
Bahrain	MMK240	FB4497-TMO 436 APS/TRT 505 Atlantic St. Rm 209 Dover AFB, DE 19902-5505 Mark for: HQCO Logistics Officer COMUSMARCENT NSA Southwest Asia 1 Juffair Road BA 09834 Manama Bahrain	160 Sets	11	82,130

b. Delivery location(s) for production quantities shall be specified in individual delivery orders. The contractor shall assume all loss or damage risk until accepted at destination.

c. Delivery instructions for all data items will be in accordance with the CDRL.

2. DELIVERY SCHEDULE

The Government desires delivery be made according to the schedule located in Addendum to 52.212-4 Contract Terms and Conditions – Delivery Information. For production line items (CLINs 0004 and 0006), the Government desires that delivery begin 30 days after issue of a Delivery Order provided the First Article Test (FAT) Report has been approved by the Contracting Officer. In the event a Delivery Order has been issued and FAT has not been approved, the Government desires that deliveries begin 30 days after FAT approval.

DELIVERY SCHEDULE			
Contract Line Item Number (CLIN)	Min/Max Quantity	Days After Delivery Order Delivery Will Commence	Monthly Production Rate (sets)
0001	100	60 Days after Delivery Order	100
0002	LOT	Refer to CDRL A001 included as Exhibit "A" to the basic contract.	
0003	LOT	Refer to CDRL A002 included as Exhibit "B" to the basic contract.	
0004	82,030	30 Days after FAT Approval	70
		60 Days after FAT Approval	2,500
		90 Days after FAT Approval	5,000
		120 Days after FAT Approval	8,000
		150 Days after FAT Approval	8,000
		180 Days after FAT Approval	12,000
		210 Days after FAT Approval	12,000
		240 Days after FAT Approval	12,000
		270 Days after FAT Approval	14,000
		300 Days after FAT Approval	8,460
0005	LOT	Refer to CDRL A003 included as Exhibit "B" to the basic contract.	
0008	LOT	Refer to CDRL A004 included as Exhibit "B" to the basic contract.	
0009	LOT	Refer to CDRL A005 included as Exhibit "B" to the basic contract.	
0010	LOT	Refer to CDRL A006 included as Exhibit "B" to the basic contract.	
0011	LOT	Refer to CDRL A007 included as Exhibit "B" to the basic contract.	

3. Size Tarrifs

FR COMBAT ENSEMBLE											
	I MEF	II MEF	III MEF OKI	III MEF HAWAII	CARDF	AFGHAN	MARCENT	HOA	KUWAIT	BAHRAIN	MCSC
Requirement	27500	27500	4000	8000	13882	300	350	178	160	160	100*
CLIN	4	4	4	4	4	4	4	4	4	4	1
DoDAACS	MMC199	M93135	MMR690	MMK107	M96221	M20550	M67898	M67896	M94507	MMK240	M67854
FR Combat Ensemble Shirt											
Small Regular	4125	4125	600	1200	2082	45	53	27	24	24	15
Medium Regular	9625	9625	1400	2800	4860	105	121	61	56	56	35
Medium Long	4125	4125	600	1200	2082	45	53	27	24	24	15
Large Regular	5500	5500	800	1600	2776	60	70	36	32	32	20
Large Long	2750	2750	400	800	1388	30	35	18	16	16	10
X-Large Regular	825	825	120	240	416	9	11	5	5	5	3
X-Large Long	550	550	80	160	278	6	7	4	3	3	2
	27500	27500	4000	8000	13882	300	350	178	160	160	100
FR Combat Ensemble Trouser											
Small Regular	2750	2750	400	800	1388	30	35	18	16	16	10
Small Long	1375	1375	200	400	694	15	18	9	8	8	5
Medium Regular	9625	9625	1400	2800	4860	105	121	61	56	56	35
Medium Long	4125	4125	600	1200	2082	45	53	27	24	24	15
Large Regular	5500	5500	800	1600	2776	60	70	36	32	32	20
Large Long	2750	2750	400	800	1388	30	35	18	16	16	10
X-Large Regular	825	825	120	240	416	9	11	5	5	5	3
X-Large Long	550	550	80	160	278	6	7	4	3	3	2
	27500	27500	4000	8000	13882	300	350	178	160	160	100

* One FAT set will be retained by the contractor – see SOW C.4.1.3.2

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

WAWF INSTRUCTIONS

CLAUSES INCORPORATED BY FULL TEXT

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact (POC) for this contract for DoDAAC M67854 is Portia Blunt and she can be reached at 703-432-3339 and by e-mail at portia.blunt@usmc.mil.

The contractor is directed to use the Invoice and Receiving Report (Combo) NOT Fast Pay format when processing invoices and receiving reports.

Data entry information in WAWF:

Payment Office DoDAAC: HQ0337

Issue By DoDAAC: M67854

Admin Office DoDAAC: S3310A

Ship To/Service Acceptor DoDAAC: See SPECIAL NOTE

Contract Number: M67854-07-D-3017

SPECIAL NOTE

Acceptor Code/Role for CLINs 0001, 0002, 0003, 0008, 0009, 0010, 0011 - "M67854"

Acceptor Code/Role for CLIN 0004 - "S1109A"

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address in the first email address block, the USMC WAWF-RA POC, and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

(a) The Contractor shall test **100** Combat Ensemble units of the initial Lot as specified in this contract. At least **20** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **75** calendar days from the date of issuance of the

delivery order to **Commander, Marine Corps Systems Command, PG-16, ATTN: Louis Curcio, 2200 Lester Street, Quantico, Va. 22134** marked "**FIRST ARTICLE TEST REPORT**: Contract No. **M67854-07-D-3017** and the Lot/Item No. . Within **15** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. ***The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.*** A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

(End of Summary of Changes)